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United States Railroad
Administration

Agreement between the
director general of...

Washington

1920

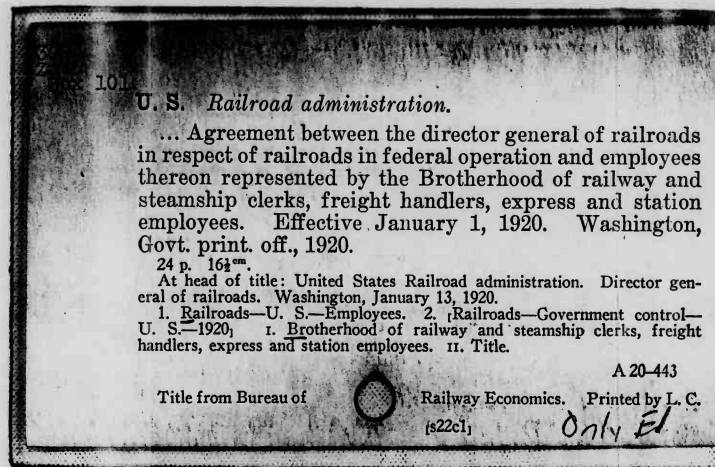
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**UNITED STATES RAILROAD ADMINISTRATION
DIRECTOR GENERAL OF RAILROADS**

Washington, January 13, 1920

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AGREEMENT

BETWEEN THE

DIRECTOR GENERAL OF RAILROADS

**IN RESPECT OF RAILROADS IN FEDERAL OPERATION
AND EMPLOYEES THEREON REPRESENTED BY THE**

**BROTHERHOOD OF RAILWAY AND STEAMSHIP
CLERKS, FREIGHT HANDLERS, EXPRESS AND
STATION EMPLOYEES**



Effective January 1, 1920



**WASHINGTON
GOVERNMENT PRINTING OFFICE
1920**

UNITED STATES RAILROAD ADMINISTRATION
DIRECTOR GENERAL OF RAILROADS

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HOURS OF SERVICE AND WORKING CONDITIONS GOVERNING EMPLOYEES HEREIN NAMED.

ARTICLE I.—SCOPE.

Employees affected.—RULE 1. These rules shall govern the hours of service and working conditions of the following employees on railroads in Federal operation, subject to the exceptions noted below:

(1) Clerks.

(2) Other office and station employees, such as office boys, messengers, chore boys, train announcers, gatemen, checkers, baggage and parcel room employees, train and engine crew callers, operators of office or station equipment devices, telephone switchboard operators, elevator operators, office, station and warehouse watchmen, and janitors.

(3) Laborers employed in and around stations, storehouses, and warehouses.

EXCEPTIONS.

(a) This agreement shall not apply to employees covered by Supplements No. 14 and No. 18 to General Order No. 27; or to employees on coal and ore docks; or employees on elevators, piers, wharves, or other water-front facilities covered by special wage authority of the Railroad Administration; or to individuals where amounts of less than thirty dollars (\$30) per month are paid for special service which only takes a portion of their time from outside employment or business; or to individuals performing personal service not a part of the duty of the carrier, such as "red caps," "travelers' aides," etc.

(3)

(b) This agreement shall not apply to Chief Clerks of Supervisory Agents at the larger stations (See note), Foremen who supervise subforemen, or the personal office forces of such officers as trainmaster, division engineer, master mechanic, or their equals or superiors in official rank unless these employees are now covered by agreements or as may be agreed upon between the management and the employees; or the personal office forces of such officers as superintendent or their equals or superiors in official rank; or the personal office forces of general officers; or employees assigned to road service where special training, experience and fitness are necessary. The employees covered by this paragraph shall however retain their seniority rights as provided in Article III.

Personal office forces will vary according to the organization of the railroads, departments and offices involved; therefore, the positions constituting personal office forces can not be designated for all railroads, departments and offices. They include positions of a direct and confidential nature and it is the intent that the duties and responsibilities shall govern. The appointing officer shall be the judge, subject to appeal as provided in Article IV in the event of questions arising as to the justification for the classification.

NOTE.—As it is impracticable to designate "Larger Stations" for all Railroads, the proper officer of the Railroad and the representative of the employees should agree upon the proper classification with right of appeal from the decision of the officer if no agreement is reached.

Existing agreements.—**RULE 2.** The rules of this agreement shall supersede and be substituted for all rules of existing agreements, practices and working conditions in conflict herewith; provided that rules of existing agreements dealing with conditions of employment not specifically provided for herein shall remain in effect and be recognized as addenda to this

agreement by the several railroads which negotiated such rules.

Other organizations.—**RULE 3.** It is understood that this agreement does not annul agreements already in effect with other organizations unless and until a majority of the employees concerned express a desire for a change.

ARTICLE II.—DEFINITION OF CLERK.

Qualifications.—**RULE 4.** Employees who regularly devote not less than four hours per day to the writing and calculating incident to keeping records and accounts, writing and transcribing letters, bills, reports, statements and similar work, and to the operation of office mechanical equipment and devices in connection with such duties and work shall be designated as clerks. The above definition shall not be construed to apply to:

1. Employees engaged in assorting tickets, waybills, etc., nor to employees operating appliances or machines for perforating and addressing envelopes, numbering claims or other papers, adjusting dictaphone cylinders and work of a like nature; nor to employees gathering or delivering mail or other similar work not requiring clerical ability.

2. Office boys, messengers, and chore boys; or to other employees doing similar work.

3. Employees performing manual work not requiring clerical ability.

ARTICLE III.—SENIORITY.

Seniority datum.—**RULE 5.** Seniority begins at the time the employee's pay starts.

Promotion basis.—**RULE 6.** Employees covered by these rules shall be in line for promotion. Promotion shall be based on seniority, fitness and ability; fitness

and ability being sufficient, seniority shall prevail, except, however, that this provision shall not apply to the excepted positions covered in exception (b), Rule 1, Article I, of this agreement.

Note.—The word "sufficient" is intended to more clearly establish the right of the senior employee to bid in a "new position" or "vacancy," where two or more employees have adequate "fitness and ability."

Seniority districts.—**RULE 7.** Seniority districts of defined limits shall be established by mutual agreement between the management and duly accredited representatives of the employees, and, pending the establishment of such districts, the districts as now established by agreement or those established by Supplement No. 7 to General Order No. 27 and interpretations thereto shall remain in effect.

Vacancies—new positions.—**RULE 8.** Seniority rights of employees to vacancies or new positions will be governed by these rules.

Declining promotions.—**RULE 9.** Employees declining promotions or declining to bid for a bulletined position shall not lose their seniority.

Failure to qualify.—**RULE 10.** Employees awarded bulletined positions will be allowed thirty (30) days in which to qualify, and, failing, shall retain all their seniority rights, may bid on any bulletined position, but may not displace any regularly assigned employee.

Former position vacant.—**RULE 11.** When an employee bids for and is awarded a permanent position, his former position will be declared vacant and bulletined.

Bulletin.—**RULE 12.** New positions or vacancies will be promptly bulletined in agreed upon places accessible to all employees affected, for a period of five (5) days in the districts where they occur; bulletin to show location, title, hours of service and rate of pay. Employees desiring such positions will file

their applications with the designated official within that time, and an assignment will be made within five (5) days thereafter; the name of the successful applicant will, immediately thereafter, be posted for a period of five (5) days where the position was bulletined.

This rule shall not apply to laborers; or to other than clerical positions except as may be agreed upon between the management and representatives of the employees.

Temporary appointment.—**RULE 13.** Bulletined positions may be filled temporarily pending an assignment, and in event no applications are received may be permanently filled without regard to these rules.

Short vacancy.—**RULE 14.** Positions or vacancies of thirty (30) days or less duration, shall be considered temporary, and may be filled without bulletining.

Indefinite vacancy.—**RULE 15.** Positions or vacancies of indefinite duration need not be bulletined until the expiration of thirty (30) days from the date of employment or vacancy.

Long vacancy.—**RULE 16.** Positions or vacancies known to be of more than thirty (30) days' duration will be bulletined and filled in accordance with these rules.

Change in rates.—**RULE 17.** Except when changes in rates result from negotiations for adjustments of a general character, the changing of a rate of a specified position for a particular reason, shall constitute a new position.

Bidding after absence.—**RULE 18.** An employee returning after leave of absence, may return to former position, or may, upon return or within three days thereafter exercise seniority rights to any positions bulletined during such absence. Employees displaced by his return may exercise their seniority in the same manner.

More than one vacancy.—**RULE 19.** When more than one (1) vacancy or new position exists at the same time, employees shall have the right to bid on any or all, stating preference. (Nothing in this rule shall be construed to prevent employees bidding on all bulletined positions, irrespective of whether the position sought is of the same, greater, or lesser remuneration.)

Changing starting time.—**RULE 20.** When the established starting time of a regular position is changed more than one hour for more than six consecutive days, the employees affected may, within ten (10) days thereafter, upon thirty-six (36) hours' advance notice, exercise their seniority rights to any position held by a junior employee. Other employees affected may exercise their seniority in the same manner.

Reducing force.—**RULE 21.** When reducing forces seniority rights shall govern. When forces are increased employees shall be returned to service in the order of their seniority rights. Employees desiring to avail themselves of this rule must file their addresses with the proper official at time of reduction, advise promptly of any change in address and renew address each ninety (90) days. Employees failing to renew their address each ninety (90) days or to return to the service within seven (7) days after being notified (by mail or telegram sent to the address last given) or give satisfactory reason for not doing so will be considered out of the service.

Roster.—**RULE 22.** A seniority roster of all employees in each seniority district, showing name and proper dating will be posted in agreed upon places accessible to all employees affected. The rosters will be revised and posted in January of each year, and will be open to protest for a period of sixty (60) days from date of posting. Upon presentation of proof of error by an employee or his representative such error

will be corrected. The duly accredited representative of the employee shall be furnished with a copy of the roster upon request.

The provisions for annual revision and posting of seniority rosters will not be construed to mean that the duly authorized representative of the employees will be denied the right to request and receive a revised roster, when a reduction in force is contemplated or when due to turnover in force, the annual roster (as applied to a seniority district) does not furnish the information necessary to apply properly the seniority provisions of this schedule.

NOTE.—In view of the variety of employees covered by these rules, seniority rosters by classes, to be mutually agreed upon by the management and the duly accredited representatives of the employees shall be established.

Scope of roster.—**RULE 23.** Seniority rosters will show the name and date of entry of the employees into the service of the railroad, except that names of laborers will not be included and their seniority rights will not apply until they have been in continuous service of the railroad in excess of six (6) months.

Filing applications.—**RULE 24.** Employees filing applications for positions bulletined on other districts or on other rosters, will, if they possess sufficient fitness and ability, be given preference over non-employees.

Transferring.—**RULE 25.** Employees transferring with their positions from one seniority district or roster to another, shall retain their positions.

Employees transferring from one seniority district or roster to another shall rank from date of transfer on seniority district or roster to which transferred.

Consolidations.—**RULE 26.** When, for any reason, two or more offices or departments are consolidated, employees affected shall have prior rights to corresponding positions in the consolidated office or depart-

ment. After such rights have been exercised, these rules will govern.

Positions abolished.—RULE 27. Employees whose positions are abolished may exercise their seniority rights over junior employees. Other employees affected may exercise their seniority in the same manner.

Reentering service.—RULE 28. Employees voluntarily leaving the service, will, if they reenter be considered new employees.

Excepted positions.—RULE 29. Employees now filling or promoted to excepted or official positions shall retain all their rights and continue to accumulate seniority in the district from which promoted.

When excepted or official positions are filled by other than employees covered by these rules no seniority rights shall be established by such employment.

Validating records.—RULE 30. The applications of new employees shall be approved or disapproved within sixty (60) days after the applicant begins work, unless a longer time is mutually agreed to by the management and the representatives of employees.

In the event of applicant giving false information, this rule shall not apply.

Exercising seniority.—RULE 31. The exercise of seniority in reductions of force or displacing junior employees provided for in this article is subject to the provisions of Rule 6 of this article.

ARTICLE IV.—DISCIPLINE AND GRIEVANCES.

Investigation.—RULE 32. An employee who has been in service more than sixty (60) days or whose application has been formally approved shall not be disciplined or dismissed without investigation, at which investigation he may be represented by an employee of his choice. He may, however, be held out of service

pending such investigation. The investigation shall be held within seven (7) days of the date when charged with the offense or held from service. A decision will be rendered within seven (7) days after the completion of investigation.

Hearing.—RULE 33. An employee dissatisfied with the decision shall have a fair and impartial hearing before the next proper officer provided written request is made to such officer and a copy furnished to the agent or officer whose decision is appealed, within seven (7) days of the date of the advice of the decision. Hearing shall be granted within seven (7) days thereafter and a decision rendered within (7) days of the completion of hearing.

Appeal.—RULE 34. If an appeal is taken from this hearing it must be filed with the next higher official and a copy furnished the official whose decision is appealed, within ten (10) days after the date of the decision.

The hearing on this appeal shall be held within ten (10) days and a decision rendered within five (5) days after completion of hearing.

Further appeal.—RULE 35. If a further appeal is taken it must be filed as provided in Rule 34 of this article within twenty (20) days of the date of the decision appealed from. On such appeals hearing shall be given and decision rendered as promptly as possible.

Grievances.—RULE 36. An employee who considers himself otherwise unjustly treated shall have the same right of hearing and appeal as provided above if written request is made to his immediate superior within seven (7) days of the cause for complaint.

Representation.—RULE 37. At the hearing or on the appeal, the employee may be assisted by one or more duly accredited representatives.

Right of appeal.—RULE 38. The right of appeal by employees or their representatives in the regular order

of succession and in the manner prescribed up to and inclusive of the highest official designated by the railroad, to whom appeal may be made, is hereby established.

Advice of cause.—RULE 39. An employee, on request, will be given a letter stating the cause of discipline. A copy of all statements made a matter of record at the investigation or on the appeal will be furnished on request, to the employee or his representative.

Exoneration.—RULE 40. If the final decision decrees that charges against the employee were not sustained, the record shall be cleared of the charge; if suspended or dismissed, the employee shall be reinstated and paid for all time lost.

Date of suspension.—RULE 41. If an employee is suspended, the suspension shall date from the time he was taken out of the service.

Transportation.—RULE 42. Committees of employees will be granted transportation and necessary leave of absence for investigation, consideration and adjustment of grievances.

Organization membership.—RULE 43. No discrimination will be made in the employment, retention or conditions of employment of employees because of membership or nonmembership in labor organizations.

Pending decision.—RULE 44. Prior to the assertion of grievances as herein provided, and while questions of grievances are pending, there will neither be a shutdown by the employer nor a suspension of work by the employees.

Time limit.—RULE 45.—The time limits provided in this article may be extended by mutual agreement.

ARTICLE V.—LEAVE OF ABSENCE.

Leave of absence.—RULE 46. Except for physical disability or as provided in Rule 47 of this article, leave

of absence in excess of ninety (90) days in any calendar year shall not be granted unless by agreement between the management and the duly accredited representative of the employees.

The arbitrary refusal of a reasonable amount of leave of absence to employees when they can be spared, or failure to handle promptly cases involving sickness or business matters of serious importance to the employees, is an improper practice and may be handled as unjust treatment under this agreement.

An employee who fails to report for duty at the expiration of leave of absence shall be considered out of the service, except that when failure to report on time is the result of unavoidable delay, the leave will be extended to include such delay.

Extension of seniority.—RULE 47. Employees who since April 6, 1917, have entered the military or naval service of the United States or into service of their respective railroad corporations; employees temporarily assigned to Railroad Associations handling arbitrations, rate cases and matters of similar scope; employees temporarily in the service of the United States Railroad Administration, and employees elected as representatives of employees, shall be considered on leave of absence and in the service of the railroad and shall retain their seniority rank and rights, if asserted within thirty (30) days after the release from excepted employment.

ARTICLE VI.—HOURS OF SERVICE AND MEAL PERIOD.

Day's work.—RULE 48. Except as otherwise provided in this article, eight (8) consecutive hours, exclusive of the meal period, shall constitute a day's work.

Intermittent service.—RULE 49. Where service is intermittent or does not require continuous application, positions designated as "other office and station

employees" in Rule 1, Article I, will be paid a monthly rate to cover all services rendered. This monthly rate shall be based on the present hours and compensation. If present assigned hours are increased or decreased the monthly rate shall be adjusted pro rata as the hours of service in the new assignment bear to the hours of service in the present assignment except that hours above ten (10) either in new or present assignment shall be counted as one and one-half in making adjustments. Nothing herein shall be construed to permit the reduction of hours for the employees covered by this rule 49 below eight (8) hours per day for six (6) days per week. The wages for new positions shall be in conformity with the wages for positions of similar kind, class and hours of service in the seniority district where created.

Exceptions to the foregoing paragraph shall be made for individual positions, when agreed to between the management and duly accredited representatives of the employees.

For such excepted positions the foregoing paragraph shall not apply.

This rule shall not be construed as authorizing the working of split tricks.

Reporting and not used.—RULE 50. Hourly-rated employees whose seniority entitles them to regular employment required to report at regular starting time and place for a day's work and when conditions prevent work being performed will be allowed a minimum of three (3) hours' pay at pro rata rates. If held on duty over three (3) hours actual time so held will be paid for. If required to work any part of the time so held and through no fault of their own are released before a full day's work is performed will be paid not less than eight (8) hours' pay unless they lay off of their own accord. This guarantee will not be construed to apply to those who are

employed to take care of the fluctuating work that can not be handled by regular forces.

Length of meal period.—RULE 51. Unless agreed to by a majority of employees in a department or subdivision thereof, the meal period shall not be less than thirty (30) minutes nor more than one hour.

Continuous work without meal period.—RULE 52. For regular operations requiring continuous hours, eight (8) consecutive hours without meal period may be assigned as constituting a day's work, in which case not to exceed twenty (20) minutes shall be allowed in which to eat, without deduction in pay, when the nature of the work permits.

Meal period.—RULE 53. When a meal period is allowed, it will be between the ending of the fourth hour and beginning of the seventh hour after starting work, unless otherwise agreed upon by the employees and employer.

Work during meal period.—RULE 54. If the meal period is not afforded within the allowed or agreed time limit and is worked, the meal period shall be paid for at the overtime rate and 20 minutes with pay in which to eat shall be afforded at the first opportunity.

Changing starting time.—RULE 55. Regular assignments shall have a fixed starting time and the regular starting time shall not be changed without at least thirty-six (36) hours' notice to the employees affected.

Three-shift positions.—RULE 56. Where three consecutive shifts are worked covering the twenty-four (24) hour period no shift will have a starting time after 12 o'clock midnight and before five (5) a. m.

ARTICLE VII.—OVERTIME AND CALLS.

Overtime.—RULE 57. Except as otherwise provided in these rules time in excess of eight hours, exclusive

of meal period, on any day, will be considered overtime and paid on the actual minute basis.

For hourly rated employees, except as otherwise provided in these rules, overtime will be computed at the rate of time and one-half time.

For daily rated employees, except as otherwise provided in these rules, when the full number of hours per week (produced by multiplying by eight the days of the weekly assignment) are worked, overtime will be computed at the rate of time and one-half time. Where the total hours worked in regular assignment do not equal the number of hours so produced, overtime will be computed pro rata until the weekly period is fulfilled; thereafter overtime will be computed at the rate of time and one-half time.

EXAMPLES.

(1) On a six-day assignment, daily rate \$4, an employee works as follows:

1st day	9 hours.	(One hour overtime.)
2d day	9 hours.	(One hour overtime.)
3d day	9 hours.	(One hour overtime.)
4th day	9 hours.	(One hour overtime.)
5th day	8 hours.	
6th day	4 hours.	(Excused.)

Total..... 48 hours.
Should be paid 6 days, at \$4..... \$24.00
4 hours overtime pro rata @ 50 cents..... 2.00

Total..... \$26.00

(2) On a six-day assignment, daily rate \$4, an employee works as follows:

1st day	8 hours.
2d day	8 hours.
3d day	8 hours.

4th day	8 hours.
5th day	8 hours.
6th day	4 hours. (Excused.)

Total..... 44 hours.
Should be paid 6 days, at \$4..... \$24.00

(3) On a six-day assignment, daily rate \$4, an employee works as follows:

1st day	8 hours.
2d day	8 hours.
3d day	9 hours. (One hour overtime.)
4th day	8 hours.
5th day	9 hours. (One hour overtime.)
6th day	8 hours.

Total..... 50 hours.
Should be paid 6 days, at \$4..... \$24.00
2 hours overtime at time and one-half
time @ 75 cents..... 1.50

Total..... \$25.50

(4) On a six-day assignment, daily rate \$4, an employee works as follows:

1st day	9 hours. (One hour overtime.)
2d day	9 hours. (One hour overtime.)
3d day	10 hours. (Two hours overtime.)
4th day	8 hours.
5th day	9 hours. (One hour overtime.)
6th day	6 hours. (Excused.)

Total..... 51 hours.
Should be paid 6 days, at \$4..... \$24.00
2 hours overtime pro rata, at 50 cents..... 1.00
3 hours overtime at time and one-half time
@ 75 cents..... 2.25
Total..... \$27.25

It is understood that where in a given office it has been the practice to let employees off for a part of the 8-hour day on certain days of the week, such practice shall not be rescinded and shall not be departed from except in cases of emergency.

Notified or called.—RULE 53. Except as otherwise provided in these rules, employees notified or called to perform work not continuous with the regular work period will be allowed a minimum of three (3) hours for two (2) hours work or less and if held on duty in excess of two (2) hours, time and one-half time will be allowed on the minute basis.

Employees will be allowed time and one-half time on the minute basis for service performed continuous with and in advance of regular work period.

RULE 59. Employees who have completed their work period for the day and been released from duty required to return for further service, may, if conditions justify, be paid as if on continuous duty.

Absorbing overtime.—RULE 60. Employees will not be required to suspend work during regular hours to absorb overtime.

Authorizing overtime.—RULE 61. No overtime hours will be worked except by direction of proper authority, except in cases of emergency where advance authority is not obtainable.

Computing overtime.—RULE 62. Overtime will be computed by showing the overtime hours at the established overtime rates, and shall be entered on the payroll records as a separate item.

Notified when disallowed.—RULE 63. When time is claimed in writing and such claim is disallowed the employee making the claim shall be notified in writing and reason for nonallowance given.

ARTICLE VIII.—SUNDAY AND HOLIDAY WORK.

Full-day period.—RULE 64. Except as otherwise provided in these rules time worked on Sundays and the

following holidays—New Year's, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving and Christmas, shall be paid for at the pro rata hourly rate when the entire number of hours constituting the regular week-day assignment are worked.

On roads where an agreement or practice more favorable to the employees is in effect such agreement or practice, in so far as it relates to this Rule (64), may be retained.

Less than full-day period.—RULE 65. Except as otherwise provided in these rules when assigned, notified, or called to work on Sundays and or the above specified holidays, a less number of hours than constitutes a day's work within the limits of the regular week-day assignment, employees shall be paid a minimum allowance of two hours at overtime rate for two hours work or less, and at the pro rata hourly rate after the second hour of each tour of duty. Time worked before or after the limits of the regular week-day assignment shall be paid for on the actual minute basis at the rate of time and one-half time.

On roads where an agreement or practice more favorable to the employees is in effect such agreement or practice, in so far as it relates to this Rule (65) may be retained.

Determining daily rate.—RULE 66. Except as provided in Rule 49 of Article VI, employees heretofore paid on a monthly or weekly basis shall be paid on the daily basis. To determine the daily rate for monthly rated employees multiply the monthly rate by twelve (12) and divide by three hundred and six (306). To determine the daily rate for weekly rated employees multiply the weekly rate by fifty-two (52) and divide by three hundred and six (306). To determine the pro rata hourly rate divide the daily rate determined as above, by eight (8). Nothing herein

shall be construed to permit the reduction of days for the employees covered by this Rule (66) below six (6) per week excepting that this number may be reduced, in a week in which holidays occur, by the number of such holidays.

Day of rest.—RULE 67. So far as practicable, consistent with the requirements of the service, employees shall be allowed one day of rest (not necessarily Sunday) in seven. When the assigned day of rest for an employee is other than Sunday, Rule 64 and Rule 65 of this Article shall apply to such assigned day but shall not apply to Sunday. Days of service may be reassigned as necessary to comply with the intent of this rule.

ARTICLE IX.—ROAD SERVICE.

Temporary assignment.—RULE 68. Employees not regularly assigned to road service, who are temporarily required to perform service away from their headquarters, which necessitates their traveling, shall be allowed necessary expenses while away from their headquarters, and will be paid pro rata for any additional time required in traveling to and from the temporary assignment, except that where lodging is furnished or paid for by the railroad, no additional compensation will be allowed unless actually required to perform service in excess of eight (8) consecutive hours exclusive of the meal period.

The foregoing paragraph shall not apply to an employee temporarily filling a position during the absence of the employee regularly assigned to road service or pending a permanent assignment as provided in Article III, but in such cases the basis of compensation shall be the same as for the regular employee except as provided in Rule 72, Article XI.

Travel time in camp cars.—RULE 69. Employees required by the management to travel on or off their assigned territory in boarding cars, will be allowed

straight time travelling during regular working hours, and for Sundays and holidays during hours established for work periods on other days. When traveling in boarding cars after work-period hours, the only time allowed will be for actual time traveling after 10 p. m. and before 6 a. m., and at half-time rate.

ARTICLE X.—ATTENDING COURT.

Witnesses.—RULE 70. Employees taken away from their regular assigned duties, at the request of the management, to attend court or to appear as witnesses for the railroad, will be furnished transportation and will be allowed compensation equal to what would have been earned had such interruption not taken place and in addition, necessary actual expenses while away from headquarters. Any fee or mileage accruing will be assigned to the railroad.

ARTICLE XI.—RATING POSITIONS.

Rating positions.—RULE 71. Positions (not employees) shall be rated and the transfer of rates from one position to another shall not be permitted.

Preservation of rates.—RULE 72. Employees temporarily or permanently assigned to higher rated positions shall receive the higher rates while occupying such position; employees temporarily assigned to lower rated positions shall not have their rates reduced.

A "temporary assignment" contemplates the fulfillment of the duties and responsibilities of the position during the time occupied, whether the regular occupant of the position is absent or whether the temporary assignee does the work irrespective of the presence of the regular employee. Assisting a higher rated employee due to a temporary increase in the volume of work does not constitute a temporary assignment.

Women.—RULE 73. The pay of women employees, for the same class of work, shall be the same as that of men, and their working conditions must be healthful and fitted to their needs. The laws enacted for the government of their employment must be observed.

New positions.—RULE 74. The wages for new positions shall be in conformity with the wages for positions of similar kind, or class in the seniority district where created.

ARTICLE XII.—GENERAL.

Posting notices.—RULE 75. At points or in departments where twenty-five or more employees covered by this schedule are employed, suitable provision will be made for posting notices of interest to the employees.

Duly accredited representative.—RULE 76. Where the term "duly accredited representative" appears in this agreement it shall be understood to mean that the regularly constituted committee representing the class of employees on the railroad where the controversy arises, and or the officers of the organization of which that committee is a part, will constitute a "duly accredited representative."

Transfer by management.—RULE 77. Employees transferred by direction of the management to positions which necessitate a change of residence will receive free transportation for themselves, dependent members of their family, and household goods, when it does not conflict with State or Federal laws.

Transfers by seniority.—RULE 78. Employees exercising seniority rights to new positions or vacancies which necessitate a change of residence will receive free transportation for themselves, dependent members of their family, and household goods when it does not conflict with State or Federal laws, but free transportation of household effects under this circumstance need not be allowed more than once in a 12-month period.

Transportation.—RULE 79. Free transportation of household effects will be limited to the railroad on which employed.

Incapacitated employees.—RULE 80. Efforts will be made to furnish employment (suited to their capacity) to employees who have become physically unable to continue in service in their present positions.

Machines furnished.—RULE 81. Typewriters and other office equipment devices will be furnished by the railroads at offices where the management requires their use.

Bond premiums.—RULE 82. Employees shall not be required to pay premiums on bonds required by the railroad in handling its business.

Free transportation.—RULE 83. Employees covered by this agreement and those dependent upon them for support will be given the same consideration in granting free transportation as is granted other employees in service.

General committees representing employees covered by this agreement to be granted same consideration as is granted general committees representing employees in other branches of the service.

Rates.—RULE 84. Established positions shall not be discontinued and new ones created under a different title covering relatively the same class of work for the purpose of reducing the rate of pay or evading the application of these rules.

Printing schedules.—RULE 85. This schedule of working conditions shall be printed by the railroads and any employee affected thereby shall be provided with a copy on request.

Preservation of rates.—RULE 86. Rates of pay for employees named herein authorized by Supplement No. 7, to General Order No. 27, including addenda and interpretations thereof, (except as affected by the change from monthly or weekly rates to daily rates as provided in Rule 66 of Article VIII) also any new rates

which may hereafter be authorized by the Director General, shall become a part of this agreement and shall remain in effect during Federal operation until changed as provided herein; except that positions described in Interpretation No. 20, to Supplement No. 7, to General Order No. 27, which have been rated as clerks in error may be rerated and paid in accordance with article 6, Supplement No. 7, to General Order No. 27, when such positions become vacant or if new positions are created.

Date effective.—RULE 87. This agreement shall take effect January 1, 1920, and shall remain in full force and effect during Federal operation and, except as otherwise herein provided, will not be changed during Federal operation until after thirty days' notice has been given in writing by either party to the other.

Accepted for the rail- Accepted for the em-
roads in Federal opera- ployees:
tion:

WALKER D. HINES,
Director General.

JAS. J. FORRESTER,
Grand President.

J. D. FLYNN,
J. H. STRAWN,
H. J. OSBORN,
J. H. MUIR,
J. F. MURRAY,
W. E. GOLLINGS,
C. D. HUYGE,

*National Committee of
the Brotherhood of Rail-
way and Steamship Clerks,
Freight Handlers, Express
and Station Employees.*

DATED JANUARY 13, 1920.

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Box 101

Agreement, etc. between
A.R.P. & firemen &
allies

21 Jun '36

Dorothy Bed



**END OF
TITLE**